
EXHIBIT “A”

AMERICAN HOME ASSURANCE COMPANY
Administrative Offices: 175 Water Street, 18th Floor, New York, NY 10038
(A capital stock company, herein called the Company)

PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words **you** and **your** refer to the Named Insured(s) shown in the Declarations and any other person(s) or organization(s) qualifying as a Named Insured under this Policy. The words **we**, **us** and **our** refer to the Company providing this insurance.

The word Insured means any person or organization qualifying under SECTION IV. WHO IS AN INSURED. Other words and phrases that appear in boldface have special meaning. Refer to SECTION VII. DEFINITIONS.

In consideration of the premium paid, and in reliance upon statements in **your** application, it is agreed as follows:

I. COVERAGES

A. Professional Liability

We shall pay those amounts **you** are legally obligated to pay to compensate others for damages arising from an Insured's **wrongful act** or that of another for whom **you** are legally responsible. The **wrongful act** must arise solely out of the performance of **your** professional services as a **psychoanalyst**. The **wrongful act** must take place within the Coverage Territory and during the **policy period**.

B. Premises Liability

We shall pay those amounts **you** are legally obligated to pay to compensate **your** patients and other persons **you** invite for damages sustained from **bodily injury** or **property damage** arising out of an **occurrence** on premises **you** principally use in **your** practice as a **psychoanalyst**. The **occurrence** must take place within the Coverage Territory and during the **policy period**.

II. DEFENSE COSTS, CHARGES, AND EXPENSES

The following payments are in addition to the Limits of Insurance. These payments end after the applicable limit of insurance has been exhausted in paying judgments, settlements or awards.

- A. We** have the right and duty to defend, at **our** expense, any **suit** brought against an Insured for covered **claims**, even if the **suit** is groundless or fraudulent. **Our** duty to defend any **suit** ends after the applicable limit of insurance has been exhausted by payment of judgments, awards and interest accruing thereon prior to entry of judgment or issuance of an award and settlements.

We have the right to investigate any **claim** or **suit** and, with **your** written consent, settle any **claim** or **suit** if we believe that is proper.

B. We shall pay, with respect to any **claim** or **suit** we defend:

1. All expenses **we** incur.
2. All costs taxed against **you** in the **suit**.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
4. All reasonable expenses incurred by **you**, at **our** request, to assist **us** in the investigation or defense of the **claim** or **suit**. **We** shall also pay up to \$500 per day for loss of earnings for each **suit** if **you** are away from **your** practice as a **psychoanalyst**, at **our** request, to help **us** defend a **suit**.
5. Premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a **suit** we defend. **We** shall only pay, however, for bonds valued up to **our** applicable Limit of Insurance. **We** have no obligation to appeal a **suit** we defend or to obtain these bonds.

These payments shall not reduce the Limits of Insurance.

III. EXCLUSIONS

This Policy shall not apply to **claims**:

- A. Arising from an Insured's dishonest, fraudulent, criminal or malicious act or any **wrongful act** which is in violation of applicable law;
- B. Arising from **your** ownership or operation of a hospital, clinic or other facility or institution which provides overnight bed and board, or a laboratory;
- C. Arising from disputes about **your** fees, including collecting fees from third parties;
- D. Arising from a **wrongful act** as a manager, administrator, director, officer or committee member of a **utilization review** panel. This exclusion shall not apply to **your wrongful acts in your** capacity as a member of a formal accreditation or review board, professional society or licensing board;
- E. Brought by any other person or organization covered under this Policy;
- F. Arising from **discrimination** on any basis whatsoever. However, **we** shall provide for the defense of any **suit(s)** alleging **discrimination** up until the final adjudication of such **suit**.
- G. Arising from a **wrongful act** or **occurrence** in which **you** expected or intended injury or damage, regardless of whether **you** intended the specific injury or damage sustained;
- H. In any way arising from or involving an **automobile**, watercraft, or aircraft;

- I. Arising from injury or damage to:
 - 1. **Your** employee or an independent contractor working for **you**; or
 - 2. The spouse or relative of such employee or independent contractor, as a consequence of injury or damage to the employee or independent contractor.

This exclusion applies:

 - 1. Whether **you** are liable as an employer or in any other capacity; or
 - 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury or damage.
- J. Arising out of any obligation under workers' compensation, disability benefits, unemployment compensation law or any similar law;
- K. Arising from **property damage** to:
 - 1. Property **you** own, rent, occupy or use;
 - 2. Property in **your** care, custody or control; or
 - 3. Premises **you** have sold, given away or abandoned;
- L. Arising from any business relationship outside of **your** providing services as a **psychoanalyst** to any past or present patient or client;
- M. Arising from liability **you** assume under any contract or agreement. This exclusion does not apply to liability **you** would have in the absence of the contract or agreement;
- N. Arising from any **wrongful act** while an Insured was under the influence of a drug or intoxicant;
- O. Arising from:
 - 1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**; or
 - 2. Any direction or request to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize **pollutants** or in any way respond to or assess the effects of **pollutants**;
- P. Arising out of the use of x-ray, radium or any other radioactive substances for treatment with the exception of x-ray for diagnostic purposes, unless administered under the direction of the Insured.
- Q. Arising from the administering of electro-convulsive therapy;
- R. Arising out of nuclear fission, nuclear fusion or nuclear radiation or contamination;
- S. For fines, penalties, punitive, exemplary or multiplied damages wherever permitted by law. **We** shall, however, pay up to \$25,000 in the aggregate for all damages with respect to the total of all **claims and suits** against **you** involving punitive, exemplary or multiplied damages as part of and not in addition to the applicable Limits of Insurance; or

- T. For infringement of copyright, registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans.

IV. WHO IS AN INSURED

The following are Insureds:

1. **You.**
2. An individual and the individual's spouse are Insureds, but only with respect to the conduct of **your** professional services named in the Declarations of which he or she is the sole proprietor.
3. A partnership or joint venture is an Insured. The partnership's partners or joint venture's members and their spouses are also Insureds, but only with respect to the conduct of a partnership or joint venture of **your** professional services named in the Declarations.
4. If **you** are shown in the Declarations as a corporation or organization other than a partnership or joint venture **you** are an Insured. **Your** executive officers and directors are Insureds, but only with respect to their duties as **your** officers or directors. **Your** stockholders are also Insureds, but only with respect to their liability as stockholders.
5. **Your** employees, other than **your** executive officers and directors, are Insureds, but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** professional services as a **psychoanalyst**.

V. LIMITS OF INSURANCE

- A. The limits shown in the Declarations to this Policy and the information contained in this section fix the most **we** will pay regardless of the number of:
 1. Persons or organizations covered;
 2. Claimants, **claims** made or **suits** brought; or
 3. Coverages under this Policy which may be applicable.
- B. Each **Wrongful Act or Occurrence** Limit
 1. The each **wrongful act or occurrence** limit is the most **we** shall pay for all injury or damages resulting from a single **wrongful act or occurrence**.
 2. The each **wrongful act or occurrence** limit shall apply separately to:
 - a. Each individual specifically designated as Named Insured on the Declarations; and
 - b. The partnership, association, corporation or other entity specifically designated as Named Insured, including any of the Named Insured's personnel, but only while acting in his/her occupational capacity.

This limit applies regardless of the number of persons or organizations who are covered under this Policy.

C. Aggregate Limit

The Aggregate Limit of Insurance is the most we shall pay for all injury or damage under this Policy. The Aggregate Limit of Insurance applies to each annual **policy period**. This limit shall apply:

1. Separately to each individual specifically designated as Named Insured on the Declarations; and
2. As a shared liability for the partnership, association, corporation or other entity specifically designated as Named Insured, including any of the Named Insured's personnel, but only while acting in his/her occupational capacity.

This limit applies regardless of the number of persons or organizations who are covered under this Policy.

- D. All **claims** arising from continuous, repeated or related **wrongful acts or occurrences** shall be treated as one **wrongful act or occurrence**.

VI. ADMINISTRATIVE HEARING PROVISION

- A. We have the right and duty to defend the Insured and pay **administrative expenses** arising out of an **administrative hearing**, regardless if the basis for that **administrative hearing** is groundless, false or fraudulent.
- B. The Limit of Insurance for each **administrative hearing** shall be the amount shown in the Declarations. Coverage for an **administrative hearing** shall cease when this limit is exhausted. The maximum amount of **administrative expenses** for **administrative hearings** shall be the aggregate **administrative hearing** limit as shown in the Declarations. Coverage shall cease when the aggregate **administrative hearing** limit has been exhausted by payments for **administrative expenses**. All **administrative hearings** arising from the same series of continuous, repeated or related allegations shall be considered arising out of one allegation.
- C. We shall not pay for **administrative expenses** arising out of any:
1. Defense of **criminal prosecution**;
 2. Legal matter other than an **administrative hearing**;
 3. Application for initial placement on a medical staff;
 4. Costs **you** incur, including but not limited to, loss of earnings with regard to an **administrative hearing** other than any cost **we** ask **you** to incur.
 5. Defense of fraud or willful non-compliance allegations with regard to Medicare/Medicaid or any other insurance reimbursement regulations or procedures unless, in final adjudication, such allegations are found to be false or unfounded.
 6. Legal action including, but not limited to, an **administrative hearing** commenced by **you**;

7. Fines, penalties, punitive, exemplary or multiplied damages; or
8. **Administrative hearing** arising out of an Insured's capacity as a manager, administrator or as a director/officer or committee member of a **utilization review** panel. This exclusion shall not apply to **your** capacity as a member of a formal accreditation or **psychoanalyst** review board, professional society or licensing board.

D. Duties In the Event Of an **Administrative Hearing**

1. **You** shall notify **us** as soon as practicable of any **administrative hearing**.
2. **You** shall notify **us** whether **you** have legal services available to **you** or require **us** to select an attorney for **you**.
3. **You** shall:
 - a. Send **us**, as soon as practicable, copies of any notices, summons or legal papers received in connection with the **administrative hearing**;
 - b. Furnish **us**, upon request, with records and other information and submit to an interview by **us** or **our** representative concerning the full extent of his/her knowledge of the events leading to the **administrative hearing**. **We** shall also be entitled to immediately receive, upon request, copies of any agency or departmental correspondence the Insured received relating to the **administrative hearing**, including specifically any correspondence which may have predated the date of application for coverage.
 - c. Cooperate and assist **us** with all reasonable requests in the handling of an **administrative hearing** including, but not limited to:
 - i. Attending depositions and hearings;
 - ii. Securing and giving evidence; and
 - iii. Obtaining the attendance of witnesses.

E. Appeals

All **administrative expenses** incurred with respect to appeals and proceedings, or a series of continuous or interrelated appeals and proceedings, arising out of an **administrative hearing**, shall be considered as part of the original **administrative hearing**. Payments for all such **administrative expenses** shall not exceed the Limit of Insurance stated as the aggregate **administrative hearing** limit.

F. Representation at **Administrative Hearing**

1. **We** shall pay **administrative expenses** in excess of any other coverage, no matter how those coverages are described, up to **our** aggregate **administrative hearing** limit if:
 - a. **You** have legal services, other than those provided in this Policy, which have the right and duty to defend **you** at an **administrative hearing**; and

b. **You** have paid directly or indirectly for those legal services before the **administrative hearing** was **initiated**.

2. If **you** do not have these legal services, **we** shall have the right to select any attorney to represent **you** in the defense of an **administrative hearing**.

G. Action for Defamation and other Allegations

We shall pay for **administrative expenses** arising out of an **administrative hearing** where **bodily injury, property damage, defamation**, emotional distress, assault and battery or matters which may be deemed uninsurable by the law are alleged, but only if in final adjudication such allegations are found to be false or unfounded. If **you** are found to be culpable of any of these allegations, **you** shall reimburse **us** for all **administrative expenses** arising out of that **administrative hearing**.

VII. DEFINITIONS

A. **Administrative Expense(s)** means reasonable expenses incurred pursuant to an **administrative hearing** for attorney's fees for legal services rendered, including but not limited to pre-hearing discovery and investigation costs and charges for attorney's general services.

B. **Administrative Hearing** means a disciplinary proceeding against an Insured and shall be limited to the following:

1. Proceedings **initiated** by a state licensing authority against an Insured for unprofessional conduct;
2. Proceedings **initiated** by the State Department of Health Services or any subdivision thereof, or the State Education Department or the Federal Department of Health and Human Services or any division thereof, alleging that an Insured has performed professional services as a **psychoanalyst** in excess of or in violation of guidelines for appropriate utilization of these services; or
3. Proceedings **initiated** by a licensed or certified hospital.

C. **Automobile** means a land vehicle, self-propelled or not, a trailer or a semitrailer. This includes any machinery or apparatus attached, whether or not subject to motor vehicles registration or designed for use principally on public roads.

D. **Bodily injury** means bodily harm, sickness or disease, including death resulting therefrom.

E. **Claim(s)** means a demand for money.

F. **Criminal prosecution** means any governmental action for enforcement of criminal laws, including offenses, conviction for which could result in imprisonment.

G. **Defamation** means:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

2. Oral or written publication of material that violates a person's right of privacy.
- H. **Discrimination** means any violation of any law, whether statutory or common law which prohibits disparate treatment based upon, but not limited to, race, color, religion, national origin, age, handicap or disability, sex or sexual orientation.
- I. **Initiated** means the commencement of an **administrative hearing** at the time written notice is received by the Insured.
- J. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- K. **Policy period** means the period commencing on the effective date shown in the Declarations. This period ends on the earlier of the expiration date or the effective date of cancellation of this Policy. If **you** became an Insured under this Policy after the effective date, the **policy period** begins on the date **you** became an Insured.
- L. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including: smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos containing materials, lead, lead containing materials and waste. Waste includes material to be recycled, reconditioned or reclaimed, as well as medical waste.
- M. **Property damage** means (1) physical injury to, or destruction of, tangible property including the loss of use of it; or (2) loss of use of tangible property, which has not been physically injured or destroyed. **Property damage** includes all forms of radioactive contamination of property.
- N. **Psychoanalyst** means a person, validly licensed in the jurisdiction where **you** practice, who specializes in psychoanalysis, including professional psychiatric services.
- O. **Suit** means a civil proceeding in a court, and includes an arbitration proceeding.
- P. **Utilization review** means the review of the necessity, appropriateness, cost, type or utilization of healthcare services made without patient contact.
- Q. **We, us and our**, refer to the Company providing this insurance.
- R. **Wrongful act** means any actual or alleged negligent act, error or omission in the performance of professional services as a **psychoanalyst**. **Wrongful act** includes any actual or alleged defamation.
- S. **You and your** mean the Named Insured designated in the Declarations.

VIII. CONDITIONS

A. Coverage Territory

This Policy shall apply to **wrongful acts** or **occurrences** anywhere in the world, provided the **claim** is made and **suit** is brought in the United States of America, its territories and possessions, Puerto Rico or Canada.

B. Duties in the Event of a Wrongful Act, Occurrence, Claim or Suit

1. **You** must see to it that **we** are notified as soon as practicable of a **wrongful act or occurrence** which **you** reasonably believe may give rise to a **claim or suit** for which coverage may be provided. To the extent possible, notice should include:
 - a. How, when and where the alleged or suspected **wrongful act or occurrence** took place;
 - b. Names and addresses of any witnesses and injured people; and
 - c. Nature and location of any injury or damage.
2. **You** must notify **us** in writing of any **claim or suit** against **you** as soon as practicable. **You** must:
 - a. Immediately record the specifics of the **claim** and the date **you** received it; and
 - b. Send **us** copies of all demands, **suit** papers or other legal documents **you** receive, as soon as practicable.
3. **You** and any other involved **Insured** must:
 - a. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **claim or suit**;
 - b. Authorize **us** to obtain records and other information;
 - c. Cooperate with **us** in the investigation or settlement of the **claim** or defense against the **suit**; and
 - d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
4. No **Insureds** will, except at the Insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without **our** consent.

C. Assistance and Cooperation

You agree to cooperate with and help **us**:

1. Make settlements;
2. Enforce any legal rights **you** or **we** may have against anyone who may be liable to **you**;
3. Attend depositions, hearings and trials; and
4. Secure and give evidence and obtain the attendance of witnesses.

You will not admit any liability, assume any financial obligation or pay out any money without **our** prior consent. If **you** do, it will be at **your** own expense.

D. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join **us** as a party or otherwise bring **us** into a **suit** asking for damages from an Insured; or
2. To sue **us** on this Policy unless all of its terms have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement, or on a final judgment against an Insured, obtained after an actual trial; but **we** will not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by **us**, the Insured and the claimant or the claimant's legal representative.

A person or organization may sue **us** to recover up to the limit of insurance under this Policy only after **your** liability has been decided by:

1. A trial, after which a judgement has been entered; or
2. A written agreement signed by **you**, **us** and the party making the **claim**.

E. Bankruptcy or Insolvency

You or **your** estate's bankruptcy or insolvency shall not relieve **us** of **our** obligations under this Policy.

F. Other Insurance

If there is other insurance, which applies to the loss covered under this Policy, the other insurance must pay first. This Policy applies to the amount of loss, which is more than:

1. The Limits of Insurance of the other insurance; and
2. The total of all deductibles and self-insured amounts under all such other insurance.

This condition shall not affect the Limits of Insurance section of this Policy.

G. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment **we** have made under this Policy, those rights are transferred to **us**. The Insured shall do nothing to impair them. At **our** request, the Insured shall bring **suit** or transfer those rights to **us** and help **us** enforce them.

H. Changes

This Policy contains all the agreements between **you** and **us** concerning this insurance. The First Named Insured designated in the Declarations is authorized to make changes in this Policy with **our** consent. This Policy can only be changed by a written endorsement **we** issue and make a part of this Policy.

I. Transfer of **Your** Rights and Duties under this Policy

Your rights and duties under this Policy may not be assigned or transferred without **our** written consent attached to the Policy.

If **you** die or are declared legally incompetent, **your** rights and duties will be transferred to **your** legal representative, but only while acting within the scope of his or her duties as such.

J. Special Rights and Duties of First Named Insured

If there is more than one person or entity covered under this Policy, the First Named Insured in the Declarations shall act on behalf of all Insureds as to:

1. Giving and receiving notice of cancellation;
2. Payment of premiums and receipt of return premiums; or
3. Acceptance of any endorsements to this Policy.

K. Multiple Policies

1. Two or more policies may be issued by **us** or any company that controls, is controlled by, or is under common control with **us**. These policies may provide coverage for:
 - a. **Claims** or **suits** arising from the same or related **wrongful act**; or
 - b. Persons or organizations covered in those policies that are jointly and severally liable.
2. In such a case, **we** shall not be liable under this Policy for an amount greater than the proportion of the loss that this Policy's applicable Limit of Liability bears to the total applicable Limits of Liability under all such policies.

In addition, the total amount payable under all such policies is the highest applicable Limit of Liability among all such policies.

L. Representations

By accepting this Policy, **you** agree that:

1. The statements in the Declarations and/or Application are accurate and complete;
2. Those statements are based upon **your** representations made to **us**; and
3. **We** have issued this Policy in reliance upon truth of those representations. This Policy includes all of the agreements between **you** and **us** or **our** authorized agents concerning this insurance.

M. Arbitration

1. Any controversy arising out of or relating to this Policy or its breach may be settled by arbitration in accordance with the rules of the American Arbitration Association. The

arbitration panel shall consist of three (3) arbitrators. One of the arbitrators shall be chosen by **you** and one arbitrator shall be chosen by **us**. Those two arbitrators shall then choose the third arbitrator. Unless the parties otherwise agree, the arbitration shall be held in the Insured's state of domicile.

2. Unless the parties otherwise agree, within thirty (30) days of the parties submitting their case and related documentation, the arbitration panel shall issue a written decision resolving the controversy and stating the facts reviewed, conclusions reached and the reasons for reaching those conclusions. The arbitration panel may make an award of compensatory damages, but shall not award punitive or exemplary damages. The findings of the arbitration panel, however, shall be binding upon **you** and **us**.
3. **You** shall bear the expense of the arbitrator chosen by **you**. **We** shall bear the expense of the arbitrator chosen by **us**. **You** and **we** shall share equally the expense of the other arbitrator. The arbitration panel shall allocate any remaining costs of the arbitration proceeding.

N. Cancellation

This Policy may be canceled by **you** by surrendering to **us** or any of **our** authorized agents or by mailing to **us** written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by **us** by mailing to **you** at the address shown in this Policy written notice stating when, not less than sixty (60) days thereafter such cancellation shall be effective. However, if **we** cancel this Policy because **you** have failed to pay a premium when due, this Policy may be canceled by **us** by mailing a written notice of cancellation to the Insured at the address shown in this Policy stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery of such written notice either by **you** or by **us** shall be equivalent to mailing. If **you** cancel, the unearned premium shall be computed in accordance with the customary short rate table and procedure. If **we** cancel, unearned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective but payment or tender of unearned premium is not a condition of cancellation.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Secretary



President

This Policy must be signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

Authorized Representative

ENDORSEMENT # 1

This endorsement effective 12:01 A.M., forms a part of

Policy No.:

Issued to:

By:

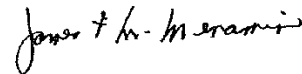
**PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY
UTILIZATION REVIEW ENDORSEMENT**

The Policy is amended as follows:

Section III. Exclusion D. is deleted in its entirety and replaced with the following:

- D. Arising from a **wrongful act** as a manager, administrator, director or officer of a **utilization review** panel. This exclusion shall not apply to **your wrongful acts in your** capacity as a member of a formal accreditation or review board, professional society or licensing board;

All other terms, exclusions, and conditions shall remain unchanged.



Authorized Representative

**TEXAS MEDICAL MALPRACTICE
AMENDATORY ENDORSEMENT**

This endorsement effective 12:01 a.m., <effectivedateforprint_21360>, forms a part of

Policy no.: <polycynumber_1731>

Issued to: <businessname_1679>

By: American Home Assurance Co.

Wherever used in this endorsement 1) "we", "us", "our", and "insurer" mean the insurance company which issued this policy; and 2) "you", "your", "named insured", "first Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION

It is hereby and understood that the cancellation provision of this policy is deleted in its entirety and replaced by the following:

- A. This policy may be canceled by the insured by surrender thereof to the insurer or any of its authorized agents or by mailing to the insurer written notice stating when thereafter the cancellation shall be effective.
- B1. The insurer may cancel the policy for reasons other than nonpayment of premium or the insured is no longer licensed, within the first 90 days of the policy with a 90 day written notice of cancellation.
- B.2. Except as provided below, the insurer may not cancel a policy of liability insurance after the 90th day following the date on which the policy was issued.

The insurer may cancel the policy at any time during the term of the policy for the following reasons:

- a) Failure to pay premiums when due;
- b) Insured's loss of his/her professional license
- B3. If the insurer cancels this policy for either one or both of the reasons stated in section b2., the insurer will deliver or mail to the first named insured a written notice of cancellation at the address shown on the policy not less than 10 days before the date on which the cancellation takes effect. The cancellation will state the reason for the cancellation.

- B.4. The Insurer may not cancel this policy based solely on the fact that the Insured is an elected official.

NONRENEWAL/PREMIUM INCREASE

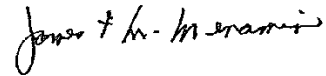
The insurer may refuse to renew a policy or may increase the premium at renewal by delivering or mailing to the insured first named in the declarations written notice of the nonrenewal of the policy or the increase in premium at the address shown on the policy. The notice must be delivered or mailed not later than the 90th day before the date on which the policy expires.

In notice to an insured relating to renewal, the insurer will state the reason for the nonrenewal.

In notice to an insured relating to premium increase, the insurer will state the amount of the increase.

For purposes of this article, the transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

All other policy terms remain unchanged.



Authorized representative

TEXAS NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1-877-541-9748

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de teléfono gratuito de la compania para informacion o para presentar una queja al:

1-877-541-9748

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre companias, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.**

This endorsement effective 12:01 A.M., <EffectiveDateForPrint_21360> , forms a part of

Policy No.: <PolicyNumber_1731>

Issued to: <BusinessName_1679>

By American Home Assurance Co.

**PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY
TEXAS AMENDATORY ENDORSEMENT**

The policy is hereby amended as follows:

Section **III. EXCLUSIONS**, Paragraph G. is deleted in its entirety and replaced with the following:

- G. Arising from a **wrongful act or occurrence** in which the insured expected or intended injury or damage, regardless of whether the insured intended the specific injury or damage sustained;

Section **VIII. CONDITIONS** is amended as follows:

Paragraph K. is deleted in its entirety and replaced with the following:

K. Other Member Companies of the American International Group, Inc. Policies

1. **We** or other member companies of American International Group, Inc. may issue two or more insurance policies. These policies may provide coverage for:
 - a. **Claims or suits** arising from the same or related **occurrences** or **wrongful acts**; or
 - b. Persons or organizations covered in those policies that are jointly and severally liable.

2. In such a case, **we** will not be liable, under this Policy, for an amount greater than the proportion of the loss that this Policy's applicable limit of insurance bears to the total applicable limits of insurance under all such policies.

Paragraph M. is deleted in its entirety and replaced with the following:

M. Arbitration

1. Any controversy arising out of or relating to this Policy or its breach may be settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitration panel shall consist of three (3) arbitrators. One of the arbitrators shall be chosen by **you** and one arbitrator shall be chosen by **us**. Those two arbitrators shall then choose the third arbitrator. Unless the insured(s) and insurer otherwise agree, the arbitration shall be held in the state of Texas.
2. Unless the insured(s) and insurer otherwise agree, within thirty (30) days of the insured(s) and insurer submitting their case and related documentation, the arbitration panel shall issue a written decision resolving the controversy and stating the facts reviewed, conclusions reached and the reasons for reaching those conclusions. The arbitration panel may make an award of compensatory damages, but shall not award punitive or exemplary damages. The findings of the arbitration panel, however, shall be binding upon **you** and **us**.
3. **You** shall bear the expense of the arbitrator chosen by **you**. **We** shall bear the expense of the arbitrator chosen by **us**. **You** and **we** shall share equally the expense of the other arbitrator. The arbitration panel shall allocate any remaining costs of the arbitration proceeding.

All other terms, conditions and exclusions of the policy remain the same.

**TEXAS NOTICE TO POLICYHOLDER
LOSS CONTROL INFORMATION/SERVICES**

This notice is to inform you of our loss control programs available in the State of Texas for insureds purchasing commercial automobile, commercial general liability, professional liability for insureds other than hospitals, medical professional liability for insureds other than hospitals, and professional liability for hospitals.

Pursuant to the Texas Insurance Code we will provide you with loss control information/services based on the risk, exposure, loss experience, and other considerations of your business.

In the state of Texas, loss control services, including surveys, recommendations, consultations, training and analysis of accident causes, are available at no additional charge. A summary of these services are listed below. For more information or to access any of these services, please call us at 1-800-611-3994 or send an email to ProgramsLC@aig.com.

Telephone or On-Site Loss Control Survey: Professional expertise to evaluate your company's risk exposures and controls and make recommendations for improvement.

On-Line Safety Training: Dozens of driver training and general safety courses are available through our dedicated website. Your employees complete the selected courses at their own pace and you can easily and efficiently track their progress.

Educational Webcasts: Leading industry experts discuss a variety of risk management topics.

Customer Service Line: Professional staff members are available every business day to answer your questions and provide loss control advise.

Discounted Service for Criminal Background Checks: A 50-state criminal and sexual offender record check service offered by IntelliCorp, a state of the art ISO Company.

We encourage you to respond to us within the next 60 days with your name, policy number, phone number and/or email address to take advantage of these services that can assist you in preventing losses. Please call or email us indicating the services you are interested in.

In the event you decide not to utilize our loss control services and opt to use your own safety department or hire an outside contractor, the service must be provided by qualified loss prevention representatives who are recognized by the State of Texas.

If you elect not to utilize our loss control services we require you to provide us with the following information (on your company letterhead stationery, signed by an officer of your firm):

- Acknowledgement of our offer of loss control services and your written rejection.
- Your reasons for selection of an alternative.
- Your alternative loss control program, which must be reasonably commensurate with the risk.
- Verification of the qualification of those who will be performing your loss control services.
- Acknowledgment that quarterly summaries of activities outlined in your loss control program will be submitted to us for review.

If you have any questions or wish to discuss this matter, contact us at 1-800-611-3994 or send an email to ProgramsLC@aig.com.

AMERICAN HOME ASSURANCE COMPANY
Administrative Offices: 175 Water Street, New York, NY 10038
 (A capital stock company, herein called the Company)

PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY
TEXAS RENEWAL DECLARATIONS

Renewal Policy No.: 5849289

Expired Policy No.: 5849289

This Renewal Declarations renews the policy or renewal declarations number shown above (Expired Policy No.) for the renewal policy period shown below. Except as may be indicated otherwise it provides a new Limit of Insurance as shown below. This Renewal Declarations shall replace the Declarations Page of the Expiring Policy for the renewal Policy Period. The terms, conditions, and exclusions of the Expiring Policy shall apply to the renewal Policy Period. Attach this Renewal Declarations to your Expiring Policy. Please read the entire Policy carefully to determine rights, duties and what is and is not covered.

Item 1a. Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code):

Gary L. Malone, M.D.
 Gary L. Malone, M.D., P.A.
 1450 Hughes Road, Suite 108
 Grapevine, TX 76051

Item 1b. Additional Insureds and Address:

Item 2. Renewal Policy Period: From 8/1/2016 To 8/1/2017
 at 12:01 A.M. Standard Time at your mailing address shown above.

Item 3. Limits of Liability:

Each Wrongful Act or Occurrence	\$ 1,000,000	per wrongful act or occurrence or series of continuous, repeated, or interrelated wrongful acts or occurrences.
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Aggregate Limit	\$ 3,000,000
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Aggregate Administrative Hearing Limit	\$ 10,000
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Item 4. Premium: \$ [REDACTED]

Item 5. Forms and Endorsements attached to Policy at inception: 76521 (8/00)
 76483 (11/10), 94396 (5/15), 89644 (7/05), 91222 (4/13),
 108424 (3/11), 108425 (3/11), 108426 (3/11), 101770 (7/09), 115188 (2/14) 78711 (3/16), 76529 (8/00)

Item 6. Additional Provisions:

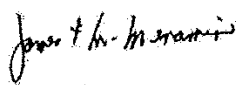
For the purpose of coverage afforded during the renewal Policy Period, the term "policy" shall mean the Expired Policy.

For the purposes of coverage afforded during the renewal Policy Period, the term Declarations or Declarations Page as used in the policy shall mean the Renewal Declarations or Renewal Declarations Page.

Producer: Frenkel & Company

Address: 601 Plaza 3, 6th Floor
 Harborside Financial Center
 Jersey City, NJ 07311

By: _____
 Countersignature (In States Where Applicable)

By: 
 Authorized Representative
 6/23/2016

106781 (8/10)

MALONE 0020

ENDORSEMENT #1

This endorsement effective 12:01 A.M., 08/01/2016, forms a part of

Policy No.: 5849289

Issued to: Gary L. Malone, M.D.

By: American Home Assurance Co.

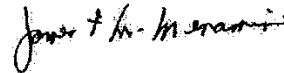
**PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY
UTILIZATION REVIEW ENDORSEMENT**

The Policy is amended as follows:

Section III. Exclusion D. is deleted in its entirety and replaced with the following:

- D. Arising from a **wrongful act** as a manager, administrator, director or officer of a **utilization review** panel. This exclusion shall not apply to **your wrongful acts in your** capacity as a member of a formal accreditation or review board, professional society or licensing board;

All other terms, exclusions, and conditions shall remain unchanged.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement effective 12:01 A.M., 8/1/2016, forms a part of

Policy No.: 5849289

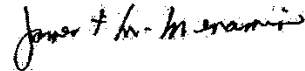
Issued to: Gary L. Malone, M.D.

By: American Home Assurance Co.

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



Authorized Representative

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producercompensation or by calling 1-800-706-3102.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement effective 12:01 A.M., 8/1/2016, forms a part of

Policy No.: 5849289

Issued to: Gary L. Malone, M.D.

By: American Home Assurance Co.

**CORPORATE IDENTITY PROTECTION (CIP) COVERAGE EXTENSION
ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

NOTICE: EXCEPT TO SUCH EXTENT AS PROVIDED HEREIN, THIS ENDORSEMENT EXTENDS COVERAGE ONLY FOR A PERSONAL IDENTITY EVENT FIRST DISCOVERED BY AN INSURED DURING THE POLICY PERIOD AND REPORTED TO US WITHIN THE NOTICE PERIOD. PLEASE READ THIS ENDORSEMENT CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMITS OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY DEFENSE COSTS. FURTHER NOTE THAT AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE CIP RETENTION.

SCHEDULE

CIP Sublimits of Insurance (Subject to the Aggregate Limit of the Policy)	
CIP Coverage Sublimit	\$ 25,000
a. Personal Identity Liability Sublimit	\$ 25,000 for all personal identity events
b. Administrative Action Sublimit	\$ 25,000 for all administrative expenses
c. Identity Event Services Sublimit	\$ 25,000 for all notification costs, crisis expenses and post event services
CIP Retention	\$ 500 each personal identity event
CIP Additional Premium	\$ [REDACTED]

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement effective 12:01 A.M., 8/1/2016, forms a part of

Policy No.: 5849289

Issued to: Gary L. Malone, M.D.

By American Home Assurance Co.

PENALTIES AMENDATORY ENDORSEMENT

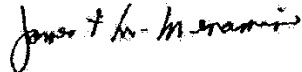
This endorsement modifies insurance provided under the following:

PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY

Paragraph S. of Section **III. EXCLUSIONS** is deleted in its entirety and replaced with the following:

S. For fines or penalties; or

All other terms and conditions of the policy remain the same.


Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement effective 12:01 A.M., 8/1/2016, forms a part of

Policy No.: 5849289

Issued to: Gary L. Malone, M.D.

By American Home Assurance Co.

LIMITS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

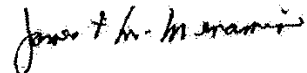
PSYCHOANALYSTS PROFESSIONAL LIABILITY POLICY

Paragraph A. of Section V. **LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

A. The limits shown in the Declarations to this Policy and the information contained in this section fix the most we will pay regardless of the number of:

1. Claimants, **claims** made or **suits** brought; or
2. Coverages under this Policy which may be applicable.

All other terms and conditions of the policy remain the same.



Authorized Representative

ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

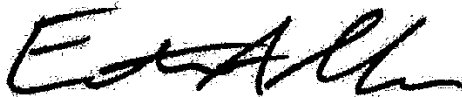


Robert Schimek
PRESIDENT



Tanya Kent
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurance Company, either below or on the Declarations page of the Policy.



Ethan Allen
AUTHORIZED COMPANY REPRESENTATIVE

Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
Illinois National Insurance Co.
New Hampshire Insurance Company
American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Commerce and Industry Insurance Company

COUNTERSIGNATURE
(only where required by law)

COUNTERSIGNATURE DATE

COUNTERSIGNED AT

06/10/2016 14:07 8172519544

PAGE 02

Mail completed application to:
FRENKEL & COMPANY
 601 Plaza 3, 6th Floor
 Harborside Financial Center
 Jersey City, NJ 07311

AMERICAN HOME ASSURANCE COMPANY
 Administrative Offices: 175 Water Street, 18th Floor, New York, NY 10038
 (A capital stock company, herein called the Company)

**PSYCHOANALYSTS PROFESSIONAL LIABILITY INSURANCE
 RENEWAL APPLICATION**

All questions must be answered completely. If answer to any question is NONE or NOT APPLICABLE, so state. The application must be signed and dated by applicant.

Renewal Policy Number: _____

Renewal Effective Date: _____

I. GENERAL INFORMATION

1. (a) Name of Applicant Mary L. Malone, M.D.
- (b) Address: 1450 Hughes Rd #108 Chapman, Tenn 37605
 No. Street Town County State Zip Code
 (If more than one location, list on separate sheet and attach to application)
- (c) Business Phone: (817) 481-2767 No. of hours of Practice Each Week 40
 Area Code Number

2. (a) Coverage Desired (Check One):

- ☒ Individual
☐ Partnership
☐ Professional Corporation (Incorporated as a P.C., P.A. or L.L.C.)

3. (a) Requested Limits of combined Professional and Premises Liability (Check One). (Note: These are overall limits, not separate limits for each person covered). (Limits of Liability apply to each wrongful act or series of continuous, repeated or interrelated wrongful acts or occurrence/aggregate):

- ☐ \$ 250,000 each incident/ \$ 750,000 annual aggregate Indiana Residents Only
☐ \$ 500,000 each incident/ \$1,500,000 annual aggregate Pennsylvania Residents Only
☐ \$1,000,000 each incident/ \$1,000,000 annual aggregate
☒ \$1,000,000 each incident/ \$3,000,000 annual aggregate
☐ \$1,300,000 each incident/ \$3,900,000 annual aggregate New York Hospital Affiliation Only
☐ \$2,000,000 each incident/ \$4,000,000 annual aggregate
☐ \$2,000,000 each incident/ \$6,000,000 annual aggregate
☐ \$3,000,000 each incident/ \$5,000,000 annual aggregate
☐ \$5,000,000 each incident/ \$5,000,000 annual aggregate

- (b) Requested aggregate Limit of Administrative Hearing Liability (Check One). (Note: This is an overall limit, not separate limits for each person covered). (Limit of Liability applies to each administrative hearing or series of continuous, repeated allegations):

- ☒ \$ 10,000 annual aggregate
☐ \$ 25,000 annual aggregate
☐ \$ 50,000 annual aggregate

06/10/2016 14:07 8172519544

PAGE 03

(c) Requested Corporate Identity Protection Coverage Sublimit (Check One). (Note: This is an overall limit, not separate limits for each person covered):

- ☒ \$25,000 CIP Coverage Sublimit
☐ \$50,000 CIP Coverage Sublimit
☐ \$100,000 CIP Coverage Sublimit

CIP Retention \$500 each personal identity event

II. PRACTICE PROFILE

1. Procedures - Check the box next to the procedure(s) you perform:

- ☐ Electro-Convulsive Therapy (ECT), if checked you must complete 2.
☐ Other Somatic Procedure(s) (Please describe) _____

☐ Group Therapy

2. In the past year, have you prescribed or administered ECT?

☐ Yes ☒ No

If yes, complete the following:

- (a) Number of patients prescribed ECT in the last twelve (12) months: _____
(b) Number of ECT treatments administered in the last twelve (12) months: _____
(c) Estimated expected number of ECT treatments that will be administered in the next twelve (12) months: _____

3. In the last year, have you hired any other employees excluding clerical?

☐ Yes ☒ No

Name	Profession	Degree/Year	Licensed As	Practice With Applicant is Full Time/Part Time

4. In the last year, have there been any new (W2 Form) employed psychoanalysts and/or partners?

☐ Yes ☒ No

Name	School Graduated from/Degree(s) earned/Year earned	Specialty	License Number/Year/State	Hrs. of Practice/Week

NOTE: General medical services not directly related to psychiatric or psychoanalytic care is not covered by the policy.

5. Is the applicant engaged in the practice of psychiatry or psychoanalysis other than their own private practice?

☐ Yes ☒ No

If yes, provide name, city/state and number of above hours at facility.

6. Have you completed a Risk Management seminar in the last twelve (12) months?

☐ Yes ☒ No

If yes, provide a copy of your certificate of completion.

7. Are you providing any utilization review services?

☒ Yes ☐ No

If yes, provide details.

06/10/2016 14:07 8172519544

PAGE 04

8. Does your practice in any manner involve Telemedicine?
If yes, provide details. _____ ☐ Yes ☒ No

9. Do you have EACH of the following in place?
- (a) a person or group responsible for information security ☒ Yes ☐ No
 - (b) a virus protection program ☒ Yes ☐ No
 - (c) a firewall ☒ Yes ☐ No
 - (d) a software update process, including updating patches and anti-virus software ☒ Yes ☐ No

10. Has Applicant experienced any loss that would be covered under this policy in the past 3 years?
If yes, include date, type and amount of loss: _____ ☐ Yes ☒ No

III. REPRESENTATION SECTION

Any policy issued by the company is based on the following representations:

For the following questions, if you respond in the affirmative, please attach a separate sheet of paper with the details to be considered.

1. In the last year has the narcotics license of any person named in Question 4, including yourself, ever been suspended revoked or voluntarily surrendered or has probation ever been invoked? ☐ Yes ☒ No
2. *After Inquiry of each individual listed in Section II. Questions 3 & 4 of the practice profile.
* "After Inquiry" means that the applicant has inquired of each person to whether he/she has information pertinent to this question. If you answer yes, please include all documents pertinent to the situation you are describing.
 - (a) In the last year, has any person named in Section II. Questions 3 & 4 of the practice profile, including yourself, ever been convicted of, or charged with, a crime in any state or country and the disposition of which was other than acquittal or dismissal. ☐ Yes ☒ No
 - (b) Has your license ever been suspended, revoked, voluntarily surrendered or subject to probation in any state? ☐ Yes ☒ No
 - (c) In the last year, has any person named in Section II. Questions 3 & 4 of the practice profile, including yourself, ever had any insurance company or Lloyd's syndicate decline, cancel, refuse to renew or accept only on special terms, any professional liability insurance?
NOTE: MISSOURI APPLICANTS DO NOT RESPOND. ☐ Yes ☒ No
 - (d) In the last year, has any professional liability claim or suit ever been made against any person named in Section II. Questions 3 & 4 or employed physician and/or partners, including yourself, their predecessors in business or against any past or present partner(s)? ☐ Yes ☒ No
 - (e) In the last year, are there any circumstances of which any person named in Questions 3 & 4 of the practice profile, including yourself, is aware of which may result in any professional liability claim or suit being made against any person named in Questions 3 & 4 of the practice profile, their predecessors in business or against any past or present partner(s)? ☐ Yes ☒ No
3. If a policy is issued, please forward a Certificate of Insurance to the following entity: _____

06/10/2016 14:07 8172519544

PAGE 05

I HEREBY DECLARE THAT THE FOREGOING STATEMENTS ARE TRUE AND ACCURATE AND MAY BE RELIED UPON BY THE COMPANY/UNDERWRITER FOR PURPOSES OF ISSUING THIS COVERAGE. THE UNDERSIGNED AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS, AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE COMPANY TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ALABAMA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KANSAS APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARED WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIAL FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO;

06/10/2016 14:07 8172519544

PAGE 06

OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MINNESOTA APPLICANTS: A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE GUILTY OF A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

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Page 5 of 6

(Rev. 11/11)

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PAGE 07

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

Applicant's Signature: _____

Date: 5-13-16

Title: _____

Producer's Signature: _____

Florida License #:

Please make check payable and mail to:

FRENKEL & COMPANY
601 Plaza 3, 6th Floor
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